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Attorneys for Plaintiff

Sundesha, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

SUNDESA, LLC, a Utah limited liability
company, and **RUNWAY BLUE, LLC**, a
Utah limited liability company,

Plaintiff,

vs.

THE SHAKER CUP COMPANY, LLC, a
California limited liability company,

Defendant.

COMPLAINT

Case No. 2:09-CV-00616-DB

Judge: Dee Benson

Jury Demanded

Plaintiffs Sundesa, LLC and Runway Blue, LLC (collectively “Sundesha”), by and through counsel allege and complain against Defendant The Shaker Cup Company, LLC (“Shaker”) as follows:

PARTIES

1. Plaintiff Runway Blue, LLC is a Utah limited liability company with a principal place of business in Orem, Utah.

2. Runway Blue owns all right, title, and interest in U.S. Design Patent No. D510,235, which is the subject of this lawsuit. Runway Blue also owns all right, title, and interest in and to the federally registered BLENDER BOTTLE trademark, U.S. Reg. No. 3471977, which is also the subject of this lawsuit.

3. Plaintiff Sundesa is a Utah limited liability company with a principal place of business in Pleasant Grove, Utah.

4. Sundesa is the exclusive licensee of U.S. Design Patent No. D510,235, and is the exclusive licensee of the federally registered BLENDER BOTTLE trademark. For simplicity, Runway Blue, LLC and Sundesa, LLC are collectively referred to in this Complaint as “Sundesa.”

5. Defendant Shaker, on information and belief, is a California limited liability company with a principal place of business in Chino Hills, California.

JURISDICTION AND VENUE

6. This action arises under the Patent Act (35 U.S.C. § 271). This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 1338.

7. This action also arises under the Lanham Act. This Court also has subject matter jurisdiction under § 39 of the Lanham Act (15 U.S.C. § 1121), and 28 U.S.C. § 1338.

8. Shaker actively conducts business in the state of Utah, either directly through the Internet or through distributors, and has received orders from and has filled and shipped orders to the state of Utah for the infringing products. These tortious acts form the basis of Sundesa’s claims against Shaker. As a result, this Court has personal jurisdiction over Shaker.

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

GENERAL ALLEGATIONS

10. Sundesa manufactures, sells, and distributes a portable mixer bottle under the BLENDER BOTTLE mark.

11. Sundesa has invested heavily to protect its intellectual property rights relating to the BLENDER BOTTLE. The utilitarian aspects of the BLENDER BOTTLE are covered by U.S. Patent No. 6,379,032.

12. The ornamental design of the BLENDER BOTTLE is protected by U.S. Design Patent No. D510,235 (the '235 patent). A copy of the '235 patent is attached as Exhibit A.

13. Sundesa has also registered the BLENDER BOTTLE name with the United States Patent and Trademark Office. A copy of the registration for the BLENDER BOTTLE mark is attached as Exhibit B.

14. The BLENDER BOTTLE is cloaked with a distinctive trade dress which includes a translucent mixer cup topped by a colored lid with a white hinge flip cap covering a protruding cylindrical spout (the "BLENDER BOTTLE trade dress"). Representative advertisements depicting the BLENDER BOTTLE trade dress are attached as Exhibit C.

15. Sundesa has also developed a fanciful "BPA FREE" stylized trademark used in advertising its products (the "BPA FREE" mark). Selected advertising showing Sundesa's use of the BPA FREE mark is attached as Exhibit D.

16. Sundesa's BLENDER BOTTLE is the best selling portable mixer bottle on the market today and has received numerous positive reviews from publications such as Readers Digest and SELF magazine and media programs such as Good Morning America and has been the subject of scores of popular media and trade press articles.

17. Shaker, on information and belief, like others in the industry is well aware of the goodwill Sundesa has established through its patent rights, trademark rights, and distinctive trade dress in the BLENDER BOTTLE. On information and belief, Shaker adopted a marketing strategy and philosophy to intentionally and unlawfully trade off that goodwill that Sundesa had built up by infringing Sundesa's design patent rights, trademark rights, and trade dress rights. In isolation, any one of the infringement claims raised herein would be a serious problem. Collectively, however, Shaker's egregious misconduct yields only one conclusion: Shaker has adopted a strategy to deliberately pilfer and infringe Sundesa's intellectual property rights and unlawfully trade off the extensive goodwill Sundesa has generated and developed.

18. On June 12, 2009, Sundesa wrote to Shaker advising them to cease and desist infringing the '235 patent and the BLENDER BOTTLE trade dress by June 26, 2009. A copy of the demand letter is attached as Exhibit E. In response to Sundesa's initial demand letter, Shaker failed and refused to cease and desist from its unlawful activities by the stated deadline. Instead, Shaker claimed innocence and sought to buy time. A copy of Shaker's response to Sundesa's demand letter is attached as Exhibit F. Sundesa investigated the matter further, and found that Shaker's infringement of Sundesa's intellectual property rights was more egregious and widespread than it initially thought. Indeed, Sundesa discovered that Shaker had been, and continues to infringe Sundesa's BLENDER BOTTLE mark by using it as a paid for "ad word" for Google and other Internet search engines, and by using the BLENDER BOTTLE mark as metatags for key word Internet searches which unlawfully direct people looking for Sundesa's BLENDER BOTTLE to Shaker's website which depicts a complete knockoff product. In

addition, Shaker has also deliberately pilfered and uses on its Internet advertising Sundesa's BPA FREE mark. This is yet another act of knowing and willful infringement.

19. To date, Shaker has failed and refused to discontinue its theft of and infringement of Sundesa's intellectual property rights. Accordingly, Sundesa has no alternative but to seek the Court's assistance in resolving this matter.

FIRST CAUSE OF ACTION
(PATENT INFRINGEMENT)

20. Sundesa re-alleges and incorporates by this reference the preceding allegations of this Complaint.

21. Shaker imports, uses, sells, and offers for sale a portable mixer bottle under the name MONSTER SHAKER. A representative advertisement depicting Shaker's MONSTER SHAKER cup is attached as Exhibit G. Shaker's actions as described above, and specifically Shaker's unauthorized manufacture, use, importation, offers to sale and sales of the MONSTER SHAKER constitutes infringement of the '235 patent.

22. Shaker's continued actions of making, using, importing, selling, offering for sale and or distributing the MONSTER SHAKER has injured, is injuring, and will cause irreparable injury to Sundesa and Sundesa's patent rights and exclusive market position if not permanently and preliminarily enjoined by this Court.

23. On information and believe, Shaker has acted willfully, or at the very least, in reckless disregard of Sundesa's patent rights in view of the fact that Shaker has actual knowledge of Sundesa's patent rights and has continued to make, use, import, sell, or offer for sale the MONSTER SHAKER.

24. Sundesa is entitled to an injunction prohibiting Shaker from further making, importing, using, selling, offering for sale or otherwise distributing the MONSTER SHAKER cup without permission or license from Sundesa under 35 U.S.C. § 283.

25. Sundesa is entitled to recover all damages caused by Shaker's infringement, together with prejudgment interest and costs under 35 U.S.C. § 284.

26. On information and belief, Shaker's infringement is willful. Because Shaker has continued to manufacture, import, use, offer to sale, sell, and otherwise distribute the MONSTER SHAKER cup after having actual knowledge of the '235 patent, Sundesa is entitled to treble damages under 35 U.S.C. § 284.

27. This is an exceptional case. Sundesa is therefore entitled to an award of attorney's fees under 35 U.S.C. § 285.

SECOND CAUSE OF ACTION
(TRADE DRESS INFRINGEMENT – LANHAM ACT § 43(A))

28. Sundesa re-alleges and incorporates by this reference the preceding allegations of this Complaint.

29. Sundesa is entitled to legal protection of its BLENDER BOTTLE trade dress under § 43(a) of the Lanham Act, which trade dress includes without limitation a translucent mixer cup topped by a colored lid with a white hinged flip cap covering a protruding cylindrical spout, among other things.

30. The BLENDER BOTTLE trade dress has acquired secondary meaning – consumers have come to recognize the BLENDER BOTTLE trade dress as identifying Sundesa as the source of the high quality BLENDER BOTTLE trade dress.

31. Shaker has so closely imitated and/or copied the BLENDER BOTTLE trade dress that the consuming public has been confused and will continue to be confused as to the source or origin of Shaker's product and will erroneously believe that Shaker's product comes from Sundesa. In the eye of an ordinary observer, giving such attention as a purchaser usually gives, the Sundesa BLENDER BOTTLE and the Shaker MONSTER SHAKER designs are substantially the same and the resemblance is such to deceive an observer, inducing him to purchase the MONSTER SHAKER supposing it to be the BLENDER BOTTLE.

32. On information and belief, Shaker's copying of Sundesa's BLENDER BOTTLE trade dress was intentional; Shaker intended to create a portable mixer bottle confusingly similar in appearance to Sundesa's BLENDER BOTTLE; and Shaker has succeeded in producing a portable mixer bottle which is confusingly similar in appearance to Sundesa's BLENDER BOTTLE.

33. Shaker's MONSTER SHAKER and Sundesa's BLENDER BOTTLE products are strikingly similar, substantially duplicated, virtually identical, substantially identical, remarkably similar, essentially duplicated, and/or closely imitated.

34. Shaker's acts of trade dress infringement have caused and continue to cause damages and injury to Sundesa.

35. Sundesa may recover for its damages an award to compensate Sundesa for injuries and damages it has sustained as a result of Shaker's conduct which violates § 43(a) of the Lanham Act.

36. Because Shaker's acts were intentional, willful, and/or deliberate, Sundesa is entitled to an award of treble damages under § 43(a) of the Lanham Act.

37. Sundesa is entitled to an award of pre-judgment interest for the damages sustained as result of Shaker's wrongful conduct.

38. Shaker's wrongful, malicious, fraudulent, deliberate, willful, intentional, and/or incredible conduct makes this an exceptional case entitling Sundesa to an award of attorney's fees and costs under the Lanham Act.

39. Sundesa has no adequate remedy at law; Sundesa has suffered and continues to suffer irreparable harm as a result of Shaker's acts, and is therefore entitled to preliminary and permanent injunctive relief to enjoin Shaker's wrongful conduct.

THIRD CAUSE OF ACTION
(TRADEMARK INFRINGEMENT – 15 U.S.C. § 1114)

40. Sundesa re-alleges and incorporates by this reference the preceding allegations of this Complaint.

41. For years, Sundesa has been selling its portable mixer bottle under the BLENDER BOTTLE name. It has become the market leader in the portable mixer bottle market.

42. Sundesa possesses common law and federal registration rights in the BLENDER BOTTLE mark, including U.S. Registration No. 3471977 (Exhibit B).

43. As a result of the quality of Sundesa's products and widespread promotion thereof on the Internet and elsewhere, Sundesa has enjoyed substantial commercial success and widespread consumer recognition. As a further result, Sundesa's BLENDER BOTTLE mark is extensively known and has become a symbol of Sundesa, its quality products and services, and its goodwill.

44. Like Sundesa, Shaker offers portable mixer bottles over the Internet. Shaker has purchased sponsored "ad word" advertisements from Google, and other search engines, for the

BLENDER BOTTLE mark to trigger advertising and/or a link to the ShakerCupCompany.com website. For example, when BLENDER BOTTLE is entered into the Google search box, a link to the www.ShakerCupCompany.com website appears on the right side of the screen under the “Sponsored Links” section. A copy of the screen shot of such a Google search is attached as Exhibit H.

45. In addition, Shaker has deliberately planted at least four different versions of the BLENDER BOTTLE marks as metatags in the source code of the www.ShakerCupCompany.com website that result in the Shaker website link appearing when customers are searching for Sundesa’s “BLENDER BOTTLE.” A copy of the screen shot of the key word metatags on the www.ShakerCupCompany.com website is attached as Exhibit I.

46. The www.ShakerCupCompany.com website advertisements are triggered upon a search for BLENDER BOTTLE and thus, uses the BLENDER BOTTLE trademark as a triggering keyword to display and promote Shaker’s directly competitive goods and services. In essence, Shaker is using the BLENDER BOTTLE mark to trick consumers into visiting the Shaker website.

47. Shaker’s actions are specifically aimed at diverting web users who are expressly looking for Sundesa’s BLENDER BOTTLE and related services. Indeed, given the fact that Shaker advertises and sells a BLENDER BOTTLE knockoff that is virtually indistinct, and uses the BLENDER BOTTLE mark to generate sales leads, this deceptive behavior is likely to cause confusion and mislead consumers into believing that there is an affiliation between Sundesa and Shaker, when, in fact, they are direct competitors.

48. Shaker's unauthorized use of the BLENDER BOTTLE mark has and will continue to irreparably injure Sundesa by confusing customers, diverting sales, and diluting the distinctiveness of the BLENDER BOTTLE mark. If permitted to continue, Shaker's use of the BLENDER BOTTLE mark will continue to irreparably injure Sundesa, the BLENDER BOTTLE mark, the reputation and goodwill associated therewith, Sundesa's reputation for exceedingly high quality services and products, and the public interest in being free from confusion, mistake or deception.

49. Shaker's use of the BLENDER BOTTLE mark has caused and will continue to cause confusion, mistake or deception as to the source or origin of Shaker's goods and services and is likely to falsely suggest a sponsorship, connection, license, endorsement, or association of Shaker's goods and services with Sundesa's, thereby injuring Sundesa and the public.

50. On information and belief, Shaker's use of a deceptively similar trade dress in product together with its infringement of the BLENDER BOTTLE mark, and other theft of Sundesa's intellectual property, is all part of a deliberate plan to unlawfully trade on Sundesa's goodwill and otherwise unfairly compete with Sundesa and benefit there from.

51. On information and belief, Shaker knew of Sundesa's tremendous success and the Sundesa intellectual property rights including its rights in the BLENDER BOTTLE mark and intentionally engaged in trademark infringement with full knowledge of Sundesa's rights.

52. Shaker's unauthorized appropriation and use in commerce of the BLENDER BOTTLE mark in connection with goods and services that are identical or substantially similar to those offered by Sundesa, is likely to cause confusion, mistake or deception as to the origin, sponsorship, or approval of Shaker's services and commercial activities and thus infringes

Sundesha's rights in its federally registered marks under 15 U.S.C. § 1114. Shaker's actions have been carried out in willful disregard of Sundesha's rights in violation of § 32 of the Lanham Act, 15 U.S.C. § 1114.

FOURTH CAUSE OF ACTION
**(FEDERAL UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN,
PASSING OFF, AND FALSE ADVERTISING – 15 U.S.C. § 1125(A))**

53. Sundesha re-alleges and incorporates by this reference the preceding allegations of this Complaint.

54. The unauthorized use by Shaker of the BLENDER BOTTLE mark in connection with Shaker's business is likely to cause the public to mistakenly believe that Shaker's products and services originate from, are endorsed by, or are in some way affiliated with Sundesha and thus constitutes trademark infringement, false designation of origin, passing off, and unfair competition and is likely to cause the BLENDER BOTTLE mark to lose its significance as an indicator of origin. Likewise, Shaker has used the BLENDER BOTTLE mark in connection with false and misleading descriptions or representations of fact in commercial advertising or promotion, thereby misrepresenting the nature, characteristics, and qualities of their or another entity's goods, services or commercial activities. Shaker's actions are thus in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

55. As set forth above, on information and belief, Shaker's misconduct is part of a deliberate plan to trade on the valuable goodwill established by Sundesha and Shaker's activities and actions have been carried out in willful disregard of Sundesha's rights and constitute a violation of 15 U.S.C. § 1125(a).

FIFTH CAUSE OF ACTION
**(FEDERAL UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN,
PASSING OFF AND FALSE ADVERTISING – 15 U.S.C. § 1125(A))**

56. Sundesa re-alleges and incorporates by this reference the preceding allegations of this Complaint.

57. The unauthorized use by Shaker of the BPA FREE mark in connection with the sale of a knockoff product is likely to cause the public to mistakenly believe that Shaker's products and services originate from, are endorsed by, or are in some way affiliated with Sundesa and thus constitutes trademark infringement, false designation of origin, passing off, unfair competition, and is likely to cause the BPA FREE mark to lose its significance as an indicator of origin. Likewise, Shaker has used the BPA FREE mark in connection with false and misleading descriptions or representations of fact in commercial advertising or promotion, thereby misrepresenting the nature, characteristics, source, and qualities of their or another entity's goods, services or commercial activities. Shaker's actions are thus in violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

58. As set forth above, on information and belief, Shaker's misconduct is part of a deliberate plan to trade off the valuable goodwill established by Sundesa and Shaker's activities and actions have been carried out in willful disregard of Sundesa's rights and constitute a violation of 15 U.S.C. § 1125.

SIXTH CAUSE OF ACTION
(COMMON LAW UNFAIR COMPETITION, MISAPPROPRIATION, AND
TRADEMARK INFRINGEMENT – UNFAIR PRACTICES ACT U.C.A. § 13-5-1 ET SEQ.)

59. Sundesa re-alleges and incorporates by this reference the preceding allegations of this Complaint.

60. By its aforesaid conduct calculated to increase business and profits by deceiving and confusing members of the public, Shaker continues to misappropriate the valuable goodwill of the BLENDER BOTTLE mark, to infringe Sundesa's rights therein and unfairly compete with Sundesa under the common law the laws of Utah. Shaker's use of the BLENDER BOTTLE trade dress, the BLENDER BOTTLE mark, and the BPA FREE mark to promote, mark or sell products and services constitutes an unfair practice under U.C.A. § 13-5-1 et seq. Shaker's use of Sundesa's trade dress and trademarks is an unfair or deceptive method of competition occurring in trade or commerce that impacts the public interest and has caused and is causing injury to Sundesa and consumers.

PRAYER FOR RELIEF

WHEREFORE, Sundesa prays that:

A. The Court preliminary and permanently enjoin Shaker, its officers, directors, principals, agents, servants, employees, successors and assigns, and all others aiding, abetting, or acting in concert or active participation therewith, from making, using, importing, selling or offering for sale or otherwise distributing any product that infringes the '235 patent, including without limitation, the MONSTER SHAKER cup;

B. The Court enter judgment against Shaker for direct infringement of the '235 patent under 35 U.S.C. § 271;

C. The Court order that Shaker account to Sundesa for all sales, revenues, and profits

derived from the sale or other distribution of the MONSTER SHAKER, and that Shaker pay to Sundesa all compensatory damages to which Sundesa is entitled by law, including without limitation, lost profits, reasonable royalties, price erosion damages, and convoyed sales damages;

D. The Court award Sundesa three times the damages found pursuant to 35 U.S.C. § 284;

E. The Court award Sundesa against Shaker, the costs and reasonable attorney's fees and expenses incurred in this action pursuant to 35 U.S.C. § 285 and the equitable powers of this Court;

F. The Court award Sundesa pre-judgment interest against Shaker on all sums allowed by law pursuant to 35 U.S.C. § 284;

G. The Court preliminarily and permanently enjoin and restrain Shaker, its officers, directors, principals, agents, servants, employees, successors and assigns, and all others aiding, abetting or acting in concert or active participation therewith from all acts of trade dress infringement and trademark infringement, unfair competition, deceptive trade practices, including without limitation, infringement of the BLENDER BOTTLE trade dress, infringement of the BLENDER BOTTLE trademark, and infringement of the BPF FREE mark, as alleged in the Complaint;

H. The Court direct that Shaker be required to account for and relinquish to Sundesa all gains, profits, and advantages derived by Shaker through their unlawful conduct complained of in this Complaint;

I. The Court direct that Shaker pay Sundesa all damages it has sustained as a consequence of Shaker's wrongful conduct complained of in this Complaint;

J. The Court direct that Shaker be required to pay Sundesa treble damages under § 43(a) of the Lanham Act for its deliberate and willful misconduct;

K. The Court direct Shaker to destroy all counterfeit products, labels, signs, prints, packages, wrappers, receptacles, and advertisements in their possession bearing Sundesa's trademarks or trade dress and to destroy any reproduction, counterfeit, copy, or colorable imitation of Sundesa's protable mixer bottles, and destroy all plates, molds, matrices, and other means of making the same pursuant to § 36 of the Lanham Act;

L. The Court direct that Shaker pay Sundesa's costs of this action, together with reasonable attorney's fees consistent with the Lanham Act and § 13-11(a)-3 of Utah's Deceptive Trade Practices Act; and

M. The Court award Sundesa such further relief as the Court may deem just and proper.

JURY DEMAND

Sundesa demands that all claims or causes of action raised in this Complaint be tried to a jury to the fullest extent possible under the Utah and United States Constitutions.

DATED this 10th day of July 2009.

HOLLAND & HART LLP

/s/ Brett L. Foster

Brett L. Foster

Romaine C. Marshall

Attorneys for Plaintiff

Sundesa, LLC

Plaintiff's Address:
284 South 700 West
Pleasant Grove, UT 84062

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT
LAND INVOLVED.
Attorneys (If Known)

(c) Attorney's (Firm Name, Address, and Telephone Number)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- G 1

U.S. Government Plaintiff
- G 2

U.S. Government Defendant
- G 3

Federal Question
(U.S. Government Not a Party)
- G 4

Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---------------------------------------|-----|-----|--|-----|-----|
| Citizen of This State | G 1 | G 1 | Incorporated <i>or</i> Principal of Business In This State | G 4 | G 4 |
| Citizen of Another | G 2 | G 2 | Incorporated <i>and</i> Principal of Business In Another State | G 5 | G 5 |
| Citizen or Subject of Foreign Country | G 3 | G 3 | Foreign Nation | G 6 | G 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<div>G 110 Insurance</div> <div>G 120 Marine</div> <div>G 130 Miller Act</div> <div>G 140 Negotiable Instrument</div> <div>G 150 Recovery of Overpayment & Enforcement of</div> <div>G 151 Medicare Act</div> <div>G 152 Recovery of Defaulted Student Loans(Excl. Veterans)</div> <div>G 153 Recovery of Overpayment of Veteran's Benefits</div> <div>G 160 Stockholders' Suits</div> <div>G 190 Other Contract</div> <div>G 195 Contract Product</div>	<div>PERSONAL INJURY</div> <div>G 310 Airplane</div> <div>G 315 Airplane Product Liability</div> <div>G 320 Assault, Libel & Slander</div> <div>G 330 Federal Employers' Liability</div> <div>G 340 Marine</div> <div>G 345 Marine Product Liability</div> <div>G 350 Motor Vehicle</div> <div>G 355 Motor Vehicle Product Liability</div> <div>G 360 Other Personal Injury</div>	<div>PERSONAL INJURY</div> <div>G 362 Personal Injury--- Med. Malpractice</div> <div>G 365 Personal Injury--- Product Liability</div> <div>G 368 Asbestos Personal Injury Product Liability</div> <div>PERSONAL PROPERTY</div> <div>G 370 Other Fraud</div> <div>G 371 Truth in Lending</div> <div>G 380 Other Personal Property Damage</div> <div>G 385 Property Damage Product Liability</div>	<div>G 610 Agriculture</div> <div>G 620 Other Food & Drug</div> <div>G 625 Drug Related Seizure of Property 21 USC 881</div> <div>G 630 Liquor Laws</div> <div>G 640 R.R. & Truck</div> <div>G 660 Occupational Safety/Health</div> <div>G 690 Other</div>	<div>G 422 Appeal 28 USC 158</div> <div>G 423 Withdrawal 28 USC 157</div> <div>PROPERTY RIGHTS</div> <div>G 820 Copyrights</div> <div>G 830 Patent</div> <div>G 840 Trademark</div>	<div>G 400 State Reapportionment</div> <div>G 410 Antitrust</div> <div>G 430 Banks and Banking</div> <div>G 450 Commerce/ICC Rates/etc</div> <div>G 460 Deportation</div> <div>G 470 Racketeer Influenced and Corrupt Organizations</div> <div>G 810 Selective Service</div> <div>G 850 Securities/Commodities/ Exchange</div> <div>G 875 Customer Challenge 12 USC 3410</div> <div>G 891 Agricultural Acts</div> <div>G 892 Economic Stabilization Act</div> <div>G 893 Environmental Matters</div> <div>G 894 Energy Allocation Act</div> <div>G 895 Freedom of Information Act</div> <div>G 900 Appeal of Fee Determination</div> <div>Determination Under Equal Access to Justice</div> <div>G 950 Constitutionality of State Statutes</div> <div>G 890 Other Statutory Actions</div>
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	
<div>G 210 Land Condemnation</div> <div>G 220 Foreclosure</div> <div>G 230 Rent Lease & Ejectment</div> <div>G 240 Torts to Land</div> <div>G 245 Tort Product Liability</div> <div>G 290 All Other Real Property</div>	<div>G 441 Voting</div> <div>G 442 Employment</div> <div>G 443 Housing / Accomodations</div> <div>G 444 Welfare</div> <div>G 440 Other Civil Rights</div>	<div>G 510 Motions to Vacate Sentence</div> <div>Habeas Corpus:</div> <div>G 530 General</div> <div>G 535 Death Penalty</div> <div>G 540 Mandamus & Other</div> <div>G 550 Civil Rights</div> <div>G 555 Prison Condition</div>	<div>G 710 Fair Labor Standards Act</div> <div>G 720 Labor/Mgmt. Relations</div> <div>G 730 Labor/Mgmt.Reporting & Disclosure Act</div> <div>G 740 Railway Labor Act</div> <div>G 790 Other Labor Litigation</div> <div>G 791 Empl. Ret. Inc. Security Act</div>	<div>G 861 HIA (1395ff)</div> <div>G 862 Black Lung (923)</div> <div>G 863 DIWC/DIWW (405(g))</div> <div>G 864 SSID Title XVI</div> <div>G 865 RSI (405(g))</div> <div>FEDERAL TAX SUITS</div> <div>G 870 Taxes (U.S. Plaintiff or Defendant)</div> <div>G 871 IRS—Third Party 26 USC 7609</div>	

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- G 1

Original Proceeding
- G 2

Removed from State Court
- G 3

Remanded from Appellate Court
- G 4

Reinstated or Reopened
- G 5

Transferred from another district (specify)
- G 6

Multidistrict Litigation
- G 7

Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. REQUESTED IN COMPLAINT	<div>G</div> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ TBD	CHECK YES only if demanded in complaint: JURY DEMAND: <div>G</div> Yes <div>G</div> No
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VIII. RELATED CASE(S) (See Instructions)

DATE	SIGNATURE OF ATTORNEY OF RECORD
	/s/ Brett L. Foster

FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	APPLYIN	JUDGE	MAG.
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EXHIBIT A



US00D510235S

(12) **United States Design Patent**
Sorensen

(10) **Patent No.:** **US D510,235 S**

(45) **Date of Patent:** **** Oct. 4, 2005**

(54) **BOTTLE**

(76) **Inventor:** **Steven M. Sorensen**, 1953 N. 690 E.,
Orem, UT (US) 84097

(**) **Term:** **14 Years**

(21) **Appl. No.:** **29/189,695**

(22) **Filed:** **Sep. 9, 2003**

(51) **LOC (8) Cl.** **07-01**

(52) **U.S. Cl.** **D7/510; D7/511; D7/900**

(58) **Field of Search** D7/300.1, 510,
D7/511, 392.1, 391, 396.2, 900; D10/46.2;
D24/197; D9/500, 547, 503, 504, 515,
523, 525, 530, 537, 449, 444, 556, 559,
502; 215/11.4, 11.1, 257, 6, 321; 220/709,
711, 703, 592.17, 592.16, 713, 568, 254.3,
792, 4.03, 670, 259.1

(56) **References Cited**

U.S. PATENT DOCUMENTS

2,752,971 A * 7/1956 Tupper 220/4.03
2,754,866 A * 7/1956 Coltman 220/254.3
3,820,692 A * 6/1974 Swett et al. 222/547

D233,116 S * 10/1974 Swett et al. D7/300.1
5,088,614 A * 2/1992 Dumestre 220/713
D330,862 S * 11/1992 Shibley et al. D10/46.2
D382,968 S * 8/1997 Giles et al. D24/197
D461,420 S * 8/2002 Kerman D10/46.2
D497,431 S * 10/2004 Bentley D24/197

* cited by examiner

Primary Examiner—M. N. Pandozzi

(74) *Attorney, Agent, or Firm*—Kirtton & McConkie;
Michael F. Krieger

(57) **CLAIM**

The ornamental design for a bottle, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of the bottle showing the present design;

FIG. 2 is a left sideview thereof;

FIG. 3 is a front view thereof;

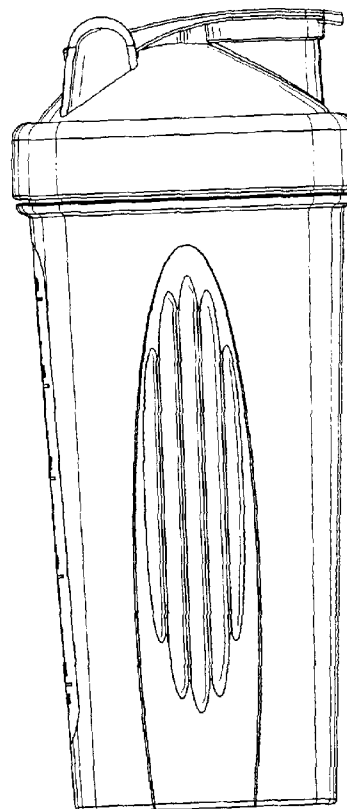
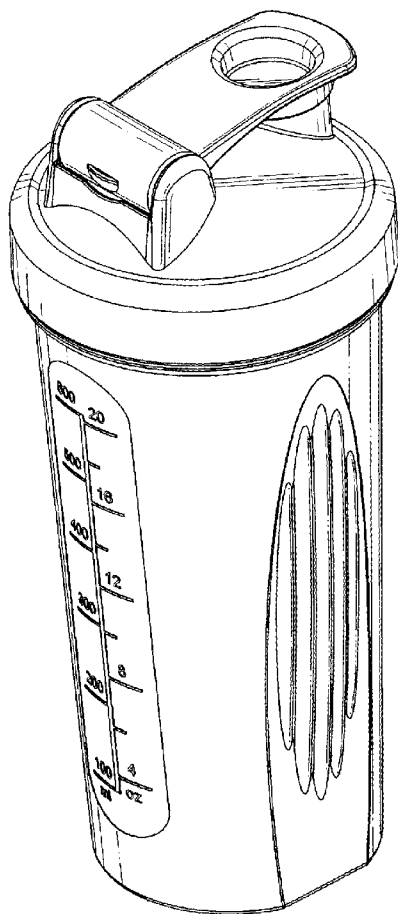
FIG. 4 is a rear view thereof;

FIG. 5 is a right side view thereof;

FIG. 6 is a top plan view thereof; and,

FIG. 7 is a bottom plan view thereof.

1 Claim, 4 Drawing Sheets



U.S. Patent

Oct. 4, 2005

Sheet 1 of 4

US D510,235 S

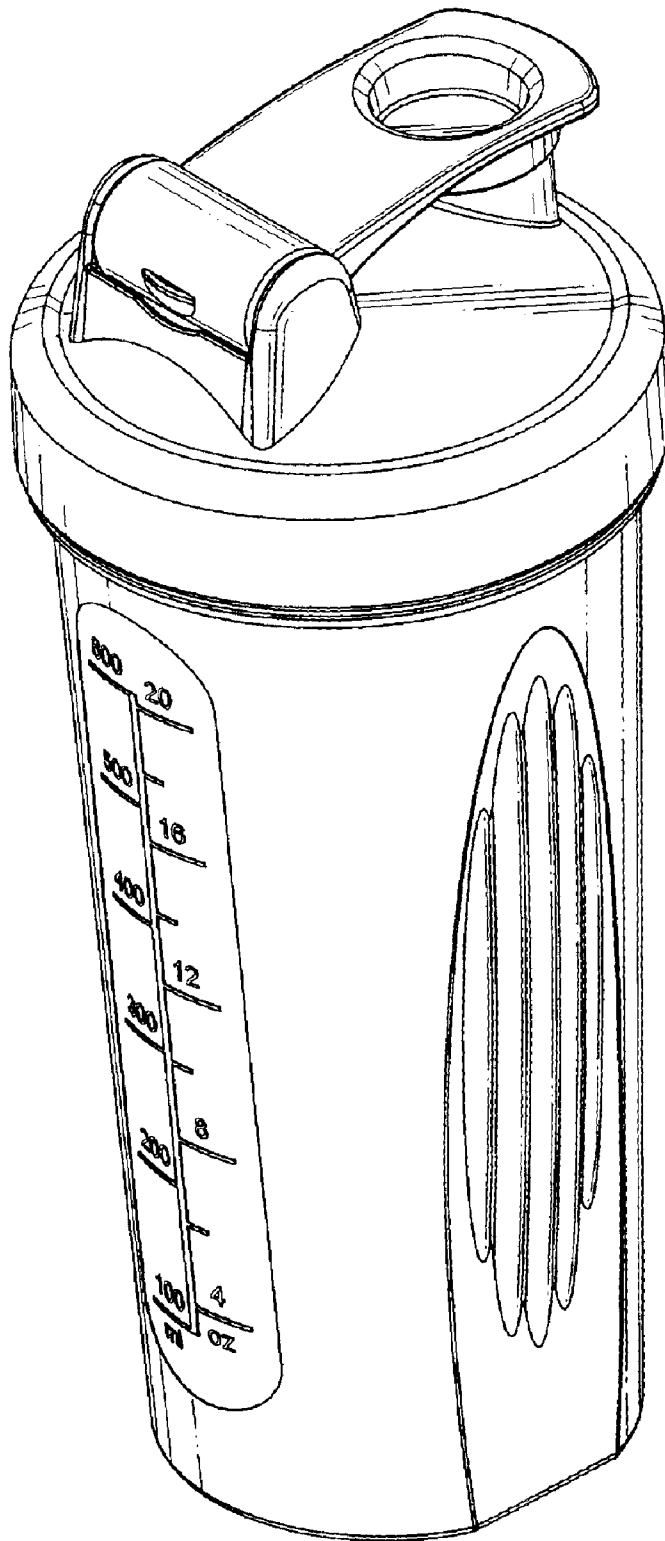


Fig. 1

U.S. Patent

Oct. 4, 2005

Sheet 2 of 4

US D510,235 S

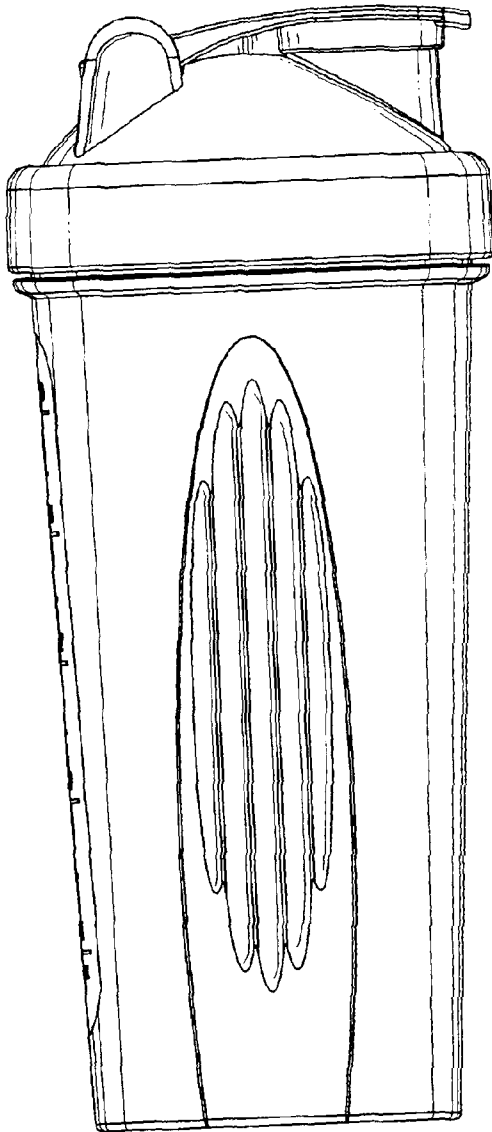


Fig. 2

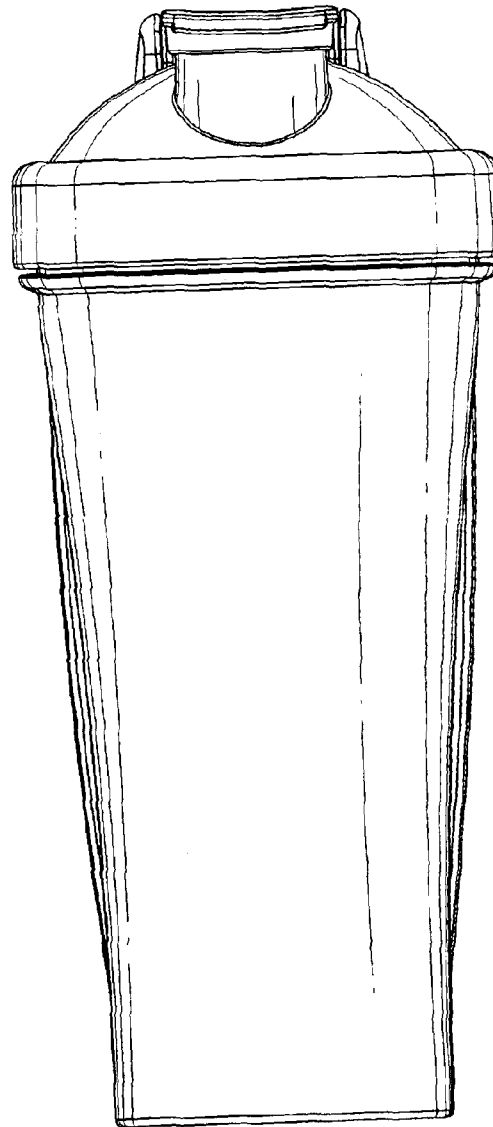


Fig. 3

U.S. Patent

Oct. 4, 2005

Sheet 3 of 4

US D510,235 S

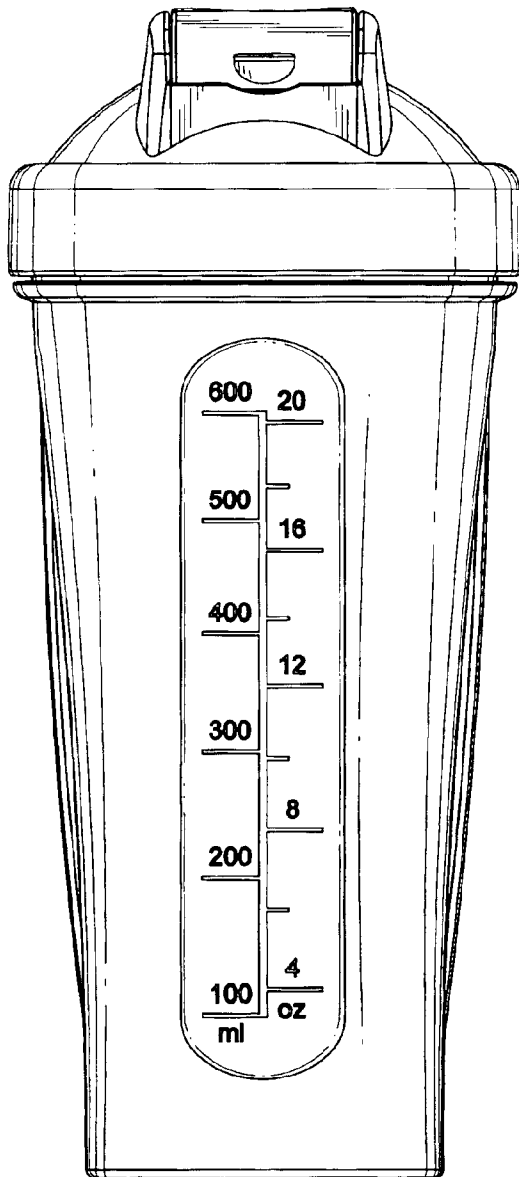


Fig. 4

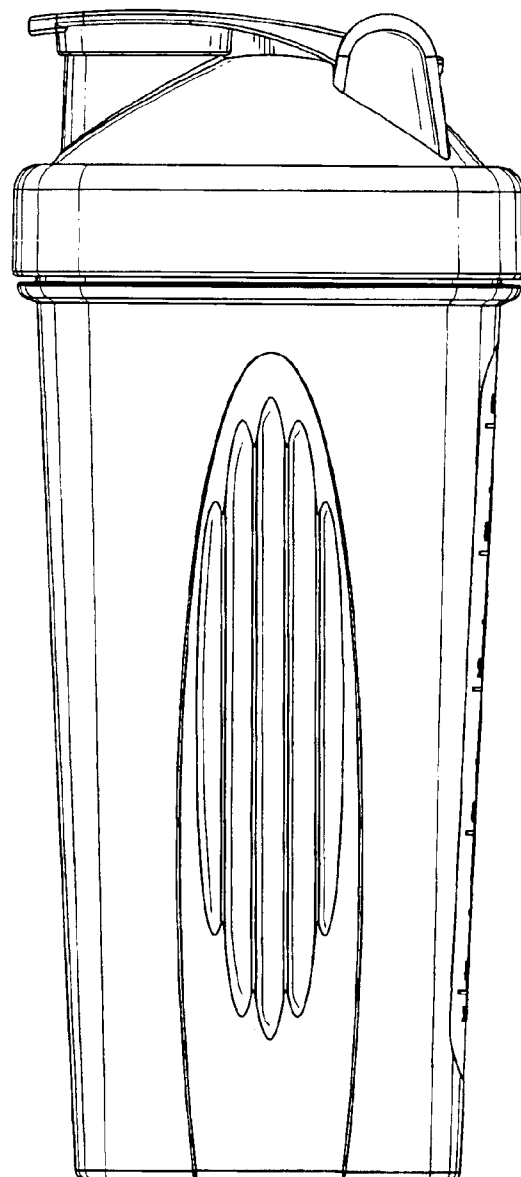


Fig. 5

U.S. Patent

Oct. 4, 2005

Sheet 4 of 4

US D510,235 S

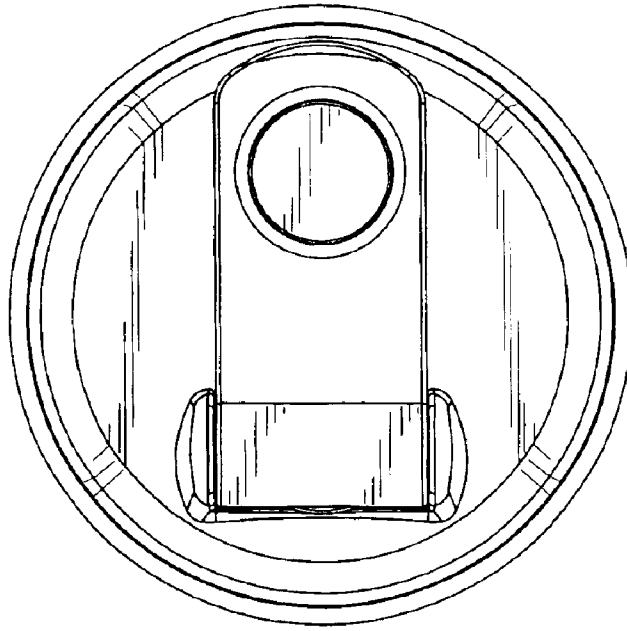


Fig. 6

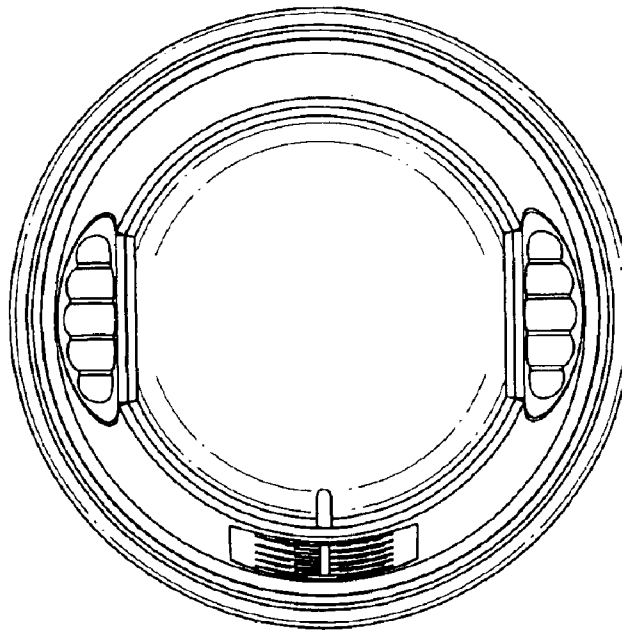


Fig. 7

EXHIBIT B



United States Patent and Trademark Office

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2**[TARR Status](#)[ASSIGN Status](#)[TDR](#)[TTAB Status](#)*(Use the "Back" button of the Internet Browser to return to TESS)*

Blender Bottle

Word Mark**BLENDER BOTTLE****Goods and Services**

IC 021. US 002 013 023 029 030 033 040 050. G & S: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups. FIRST USE: 20000905. FIRST USE IN COMMERCE: 20000905

Standard Characters Claimed**Mark Drawing Code**

(4) STANDARD CHARACTER MARK

Serial Number

77356247

Filing Date

December 19, 2007

Current Filing Basis

1A

Original Filing Basis

1A

Published for Opposition

May 6, 2008

Registration Number

3471977

Case 2:09-cv-00616-DB Document 3-2 Filed 07/14/09 Page 25 of 44
Case 2:09-cv-00616-DB Document 2-4 Filed 07/10/2009 Page 3 of 3

Registration Date	July 22, 2008
Owner	(REGISTRANT) Runway Blue, LLC LTD LIAB CO UTAH 1953 North 690 East Orem UTAH 84097
Attorney of Record	Michael F. Krieger
Prior Registrations	2644744
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BOTTLE" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL-2(F)
Live/Dead Indicator	LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST
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The Best Mixer since the Wire Whisk.

Gourmet cooks rely on the wire whisk to blend their ingredients into a smooth and light consistency. Now you can do the same with the BlenderBottle®.

The patented BlenderBall® wire whisk moves freely throughout the bottle as you shake it, mixing the thickest ingredients with ease. Now you can mix it smooth—anytime, anywhere!

Buy Now!



EXHIBIT D



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BlenderBottle®

Tired of sifting lumps through your teeth? There's a better way. The patented BlenderBottle® is the best-selling portable mixer simply because it works. No batteries, no cord, no hassle. It's powerful enough to mix the thickest ingredients with ease. Use it in the kitchen, at the office, at the gym, when you travel, or on the go.



EXHIBIT E



Brett L. Foster
Partner
Phone 801.799.5836
bfoster@hollandhart.com

12 June 2009

VIA UPS NEXT DAY AIR

Laurie Paz
Registered Agent
THE SHAKER CUP COMPANY, LLC
4195 Chino Hills Pkwy. E#550
Chino Hills, CA 91709

Re: Infringement of Sundesa, LLC's Patent and Trade Dress

Dear Ms. Paz:

We represent Sundesa, LLC ("Sundesa") in intellectual property matters.

As you are undoubtedly aware, Sundesa manufactures, sells and distributes a portable mixer product under the name BLENDER BOTTLE®. In addition to the BLENDER BOTTLE® name, Sundesa incorporated a distinctive design into its portable mixers that features a translucent mixer cup topped by a colored lid with a white hinged flip cap covering a protruding cylindrical spout. In combination, these features create a distinctive and unique appearance for Sundesa's BLENDER BOTTLE®.

The BLENDER BOTTLE® product is the best-selling portable mixer on the market today and has received numerous positive reviews from publications such as Reader's Digest and SELF magazine and media programs such as Good Morning America, and has been the subject of scores of popular media and trade press articles. As a result, consumers as well as retailers and sports and nutrition industry professionals recognize this inherently distinctive trade dress and associate it exclusively with Sundesa.

Sundesa has learned that your company, The Shaker Cup Company, LLC ("Shaker") is selling its own portable mixer product (e.g., on the Internet at the following URL: <http://www.shakercupcompany.com/monster.htm>) using packaging that can only be described as a knock-off of Sundesa's distinctive and well-known trade dress. (Shaker's counterfeit product is hereafter referred to as its "Shaker Cup.") Shaker has copied the overall design of the BLENDER BOTTLE®, including the translucent cup, the colored lid and protruding cylindrical spout containing a white hinged flip top cap, all of which have the identical or almost identical dimensions as those of the BLENDER BOTTLE® product.

Holland & Hart LLP Attorneys at Law

Phone (801) 799-5800 **Fax** (801) 799-5700 www.hollandhart.com

60 E. South Temple Suite 2000 Salt Lake City, Utah 84111-1031

Aspen Billings Boise Boulder Carson City Cheyenne Colorado Springs Denver Denver Tech Center Jackson Hole Las Vegas Reno Salt Lake City Santa Fe Washington, D.C.

4541867 1.DOC



12 June 2009
Page 2

A side-by-side comparison of pictures of the respective products evidences the manifest copying of Sundesa's packaging incorporated into Shaker's product, as described above:



Given the uncanny similarities between the appearance of the Shaker Cup and Sundesa's BLENDER BOTTLE®, there can be no question that Shaker intentionally copied Sundesa's trade dress in an attempt to capitalize on its goodwill, create consumer confusion, or to deceive consumers into believing that Sundesa is producing a lower priced mixer cup under its brand. As such, Shaker's deliberate copying of Sundesa's trade dress constitutes willful trademark infringement and unfair competition in violation of federal and state law, entitling Sundesa to injunctive relief, enhanced damages, and an award of attorney's fees.

We also wish to advise you that Sundesa owns the exclusive rights to U.S. Design Patent No. D510,235 for the ornamental design of the BLENDER BOTTLE®, and believes that Shaker infringes Sundesa's design patent rights. Given that Shaker has manufactured or imported a product that is a complete and direct knock-off of the BLENDER BOTTLE®, it appears that this is a case of willful infringement that will entitle Sundesa to an award of treble damages and attorneys' fees.

Sundesa cannot tolerate Shaker's ongoing infringement. Sundesa therefore demands that Shaker provide written assurances by no later than **June 26, 2009**, that it will take the following measures immediately:

1. Provide a written statement that Shaker will immediately cease all acts of making, using, offering for sale, selling, and/or importing the counterfeit Shaker Cup, any component parts designed for use therewith, any other device that infringes the '032 patent or the '235 patent, and any other product that infringes the BLENDER BOTTLE® trade dress;
2. Provide a written statement confirming that Shaker has ceased all advertising that uses the current Shaker Cup design or any substantially similar design, and confirm in writing



12 June 2009
Page 3

that Shaker will no longer use the Shaker Cup design or any substantially similar design in the future in connection with its marketing activities;

3. Provide a written statement confirming that Shaker has removed all references to the Shaker Cup in its current design from its website and elsewhere;

4. Provide written confirmation that Shaker has destroyed (or alternatively send us for destruction) all counterfeit Shaker Cups and all advertising materials showing the counterfeit Shaker Cup;

5. Provide Shaker's written agreement not to use the current Shaker Cup design or any other designs confusingly similar thereto for any future products or advertising;

6. Identify in writing all individuals and businesses that are in the chain of distribution of the counterfeit Shaker Cup bottle, including without limitation, manufacturers, importers, any wholesale or retail distributors, and any buyers or purchasers of the counterfeit Shaker Cup; and

7. Provide a written accounting of: (a) all counterfeit Shaker Cups Shaker purchased, (b) the distribution of the counterfeit Shaker Cups, (c) all revenues generated in connection with the distribution of the counterfeit Shaker Cups, even if Shaker contends that they were given away "free" with any purchases, and (d) Shaker's remaining inventory of the counterfeit Shaker Cups.

If we do not receive such confirmation by **June 26, 2009**, Sundesa will initiate legal action against Shaker without further notice. Sundesa reserves all rights to seek legal and equitable redress in the event Shaker fails to comply with these demands, including legal action for immediate injunctive relief, monetary damages, and attorneys' fees. In the meantime, you or your counsel should feel free to contact me to expedite the resolution of this matter.

Very sincerely,

A handwritten signature in blue ink, appearing to read "Brett L. Foster".

Brett L. Foster
of Holland & Hart LLP

BLF/ts
cc: Sundesa, LLC

EXHIBIT F



June 19, 2009

Holland & Hart LLP
60 E. South Temple, Suite 2000
Salt Lake City, UT 84111-1031
Attn: Brett L. Foster

Re: Infringement of Sundesa, LLC's Patent and Trade Dress


Dear Mr. Foster,

We have received your letter regarding the patent and trade dress infringement of Sundesa, LLC. We understand that you are notifying us that Sundesa, LLC sells and distributes a portable mixer under the trade name "Blender Bottle". We also understand that you are implying that The Shaker Cup Company, LLC is in some way copying the overall design of "The Blender Bottle". We also understand that you are advising us that Sundesa, LLC owns a U.S. Design Patent No. D510,235.

Please understand that it is not and never has been the intention of The Shaker Cup Company, LLC to copy or infringe upon any patent held by Sundesa, LLC. In actuality, The Shaker Cup Company, LLC was never aware that Sundesa, LLC held any patent other than the patent labeled on the bottom of the aforementioned product, the "Blender Bottle". That patent number being 6,379,032, and referring to the flow-through agitator, that accompanies the "Blender Bottle" product. As you are aware, our shaker/mixer cup does not include that flow-through agitator. Nowhere listed on the product in question is there any reference to any Patent No. D510,235.

Unfortunately, we are not qualified to evaluate either of the patents in question. We do hereby ask that you give us an additional 30 days to be able to do our due diligence in seeking legal counsel from a qualified patent attorney who can advise us of how to respond to your request in a professional and legal manner. Rest assured, it is only our intention to comply with any and all laws that pertain to any patent or patent infringement.

Thank you for your time.

Sincerely,

Tom Paz

The Shaker Cup Company, LLC
4195 Chino Hills Parkway, Suite #E550
Chino Hills, CA 91709
(866) 51-SHAKER
(866) 672-2877
www.shakercupcompany.com

EXHIBIT G



THE SHAKER
CUP COMPANY™

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[| Cyclone Shaker](#)

[| Cyclone-Mini Shaker](#)

[| Monster Shaker](#)

[| QuickMix Shaker](#)

MONSTER SHAKER

The Monster Shaker™ is most definitely the Cadillac of all shaker cups. It is made of First Quality, High Density Polypropylene Plastic. It has a slightly different shape unique to itself. As is The Cyclone Shaker™ and The Cyclone-mini Shaker™, this cup is manufactured using the latest in plastic molding technology that actually does not require a thermoplastic rubber seal to be leak proof. **(Nor does it require an inferior foam core seal like most companies use that either fall out of the lid during cleaning or eventually break down and leak!)** The sieve that accompanies this cup sits securely within the top portion of the lid and is not necessary needed to ensure a leak proof seal. It also has a thumb-loop molded into the top portion to allow for easy removal.



The Monster Shaker™ has an extremely heavy-duty lid with a secure flip-top that snaps securely onto the spout. It is typically molded white in color but based on minimums, can be customized in any color to meet a requirement. It glides on easily and securely to ensure a leak proof seal. Don't be fooled by inferior cups of its design. This shaker cup is state of the art technological molding and is accompanied with a very competitive pricing structure, unsurpassed by any competitor in the industry.



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EXHIBIT H

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BLENDER BOTTLE

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www.Target.com

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www.Glimpse.com

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Now you can do the same with the **BlenderBottle®**. The patented BlenderBall® wire whisk
moves freely throughout the **bottle** as you shake it, ...
www.blenderbottle.com/ - [Cached](#) - [Similar](#)

[Amazon.com: Blue 28oz. Blender Bottle: Sports & Outdoors](#)

The **Blender Bottle** changes this with a simple but effective technology that ... Not only does the **Blender Bottle** do a great job, but it's very low in cost ...

[www.amazon.com/Blender-Bottle-Blue-28oz/.../B0014ZSO5S](#) - [Cached](#) - [Similar](#)

[Amazon.com: Black 28 Oz. Blender Bottle W/wire Shaker Ball ...](#)

The unique **Blender Bottle** harnesses the power of the wire whisk to create a ... The **Blender Bottle** changes this with a simple but effective technology that ...

[www.amazon.com/Black-Blender-Bottle-wire.../B001C3CG4M](#) - [Cached](#) - [Similar](#)

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[Shopping results for BLENDER BOTTLE](#)

[Sundesa Blender Bottle Red - 28 oz.](#) \$4.77 new - [LuckyVitamin.com](#)

[Blender Bottle Blender Bottle](#) \$5.99 new - [Fitness First USA](#)

[Blender Bottle Blender Bottle, 28 Oz.](#) \$5.99 new - [Bodybuilding.com](#)

[Blender Bottle Premium Shaker Bottle](#)

The veratile shaker **bottle** that uses the patented **Blender** Ball to easily mix even the thickest nutrition shakes.

[www.betterfitnessproducts.com/blenderbottle.html](#) - [Cached](#) - [Similar](#)

[Cool Tools: Blender Bottle](#)

A review of **Blender Bottle** (Mixes, shakes beverages), a Cool Tool.

[www.kk.org/cooltools/archives/002858.php](#) - [Cached](#) - [Similar](#)

[Blender Bottle - Compare Prices, Reviews and Buy at NexTag - Price ...](#)

Jun 21, 2009 ... **Blender Bottle** - 103 results like the GNC Pro Performance **Blender Bottle**, Sundesa **Bottle** 28-Ounce with Blenderball - Yellow, Sundesa **Blender** ...

[www.nextag.com/blender-bottle/search.html](#) - [Cached](#) - [Similar](#)

[Blender Bottle - MISCELLANEOUS - GNC](#)

The patented **Blender** Ball moves freely throughout the **bottle** as you shake it, mixing the thickest of drinks with ease. Simply add you ingredients - shake ...

[www.gnc.com/product/index.jsp?productId=2533170](#) - [Cached](#) - [Similar](#)

[Mix the Thickest Shakes with Ease - Convenient, Patented and ...](#)

Lumps Are No Match for the **Blender** Ball! At the heart of the **Blender Bottle** is the patented **Blender** Ball. This springy, high efficiency mixer moves freely ...

[www.energyfirst.com/Blender-Bottle](#) - [Cached](#) - [Similar](#)

[Blender Bottle by Dr. Brett Saks](#)



3 min 43 sec - Jul 9, 2008 - ★★★★★

Dr. Brett Saks, Your Health and Wellness Coach, introduces and deonstrates the **Blender Bottle** by Sundessa. This is a great **bottle** to blend all of ...

[www.youtube.com/watch?v=UUbKikzKlcU](#)

[Sundesa, iHerb Blender Bottle with Blender Ball, 28 oz Bottle ...](#)

Each **Blender Bottle** contains a patented **Blender** Ball made of electropolished ...

Additional note by iHerb: iHerb **Blender Bottles** are made by Sundesa, ...

[www.iherb.com/...blender-bottle...blender...oz-bottle/9853?...](#) - [Cached](#) - [Similar](#)

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BLENDER BOTTLE

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EXHIBIT I

shakercupcompany[1]

<html >

<head>

```
<meta http-equiv="Content-Language" content="en-us">
<meta http-equiv="Content-Type" content="text/html; charset=windows-1252">
```

<title>The Shaker Cup Company</title>

```
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Redbox Cup Redbox Cups Redbox Shaker Redbox Shakers Redbox Shaker Cup Redbox Shaker  
Cups Vita milder Vita-minder Vita Minder Vita milder Shaker Vita milder Shakers  
Vita milder Shaker Cup Vita milder Shaker Cups Protein Shaker Protein Shakers  
Protein Shaker Cup Protein Shaker Cups Shaker Cups Shaker Cup Manufacturer  
Shaker Cup Distributor Shaker Cup Distributors Ultimate Shaker Ultimate Shakers  
Ultimate Shaker Cup Ultimate Shaker Cups Shake it Up Shakeitup Shake it Up Shaker  
Shake it Up Shakers Shake it Up Shaker Cup Shake it Up Shaker Cups Elite Pack  
Elite Packaging Elite Shaker Elite Shakers Elite Shaker Cup Elite Shaker Cups  
Turbo Shaker TurboShaker Turbo Shaker Cup Turbo Shaker cups Printed Shaker Cup  
Printed Shaker Cups Printed Shaker Printed Shakers Blender Bottle Blender Bottles  
Blenderbottle Blenderbottles Dymatize Dymatize Shaker Dymatize Shakers Dymatize  
Shaker Cup Dymatize Shaker Cups Elitepac Shaker Bottle Power Shaker  
PowerShaker Power Shakers Power Shaker Cup Power Shaker Cups Premium Shaker  
Premium Shaker Cup Premium Shaker Cups">
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<meta name="description" content="Protein Shaker Cups in Bulk with your Logo">
</head>
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```
style="position: absolute; width: 358px; height: 273px; z-index: 1; left: 215px; top: 97px; id="hometext">
```

The Shaker is the premier supplier of custom printed shaker cups for fitness and nutrition industry throughout the United States. We cater to sports supplement companies, retail nutrition stores, health clubs, personal training studios and any other establishment looking to promote their business or corporate identity through the ever popular shaker cup. We inventory over 500,000

of various styles and lid colors to allow us to react to your needs in a quick and easy fashion.

</div>

```
<div style="position: absolute; width: 898px; height: 24px; z-index: 7;
left: 89px; top: 300px" id="cupsNavBar">
```

|

[Cyclone](http://www.shakercupcompany.com/cyclone.htm)

 |
<a

[Cycl one-Mi ni](http://www.shakercupcompany.com/cycloneMi ni .htm)

<http://www.shakercupcompany.com/monster.htm>>Monster

```

shakercupcompany[1]
Shaker</a>&nbsp; &nbsp;
    <font color="#0000FF">&nbsp; | </font>&nbsp; &nbsp;
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Shaker
    </a>&nbsp; &nbsp; <font color="#0000FF">|</font></font></b></div>
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href="http://www.shakercupcompany.com/product.htm"></a><a href="testimonials.htm"></a><a
href="contact.htm"></a></div>
</div>
<p align="center">&nbsp; &nbsp; </p>

</body>

</html>

```